INSERT Museum LETTERHEAD

**Care-and-Trust Agreement**

Purpose of Agreement

The parties below agree that the INSERT NAME OF MUSEUM (“Museum”) will maintain physical custody of the Repatriated Objects until the Depositor is ready to accept said physical custody. The Museum will house and store the Repatriated Objects according to requested tribal preferences expressed in the Care-And-Trust Agreement checklist (Attachment A). The Museum will honor these requests on a case-by-case basis based on applicability to the Museum’s mission and space availability.

The Repatriated Objects are described in the Notice published in Federal Register Vol. \_\_\_\_\_\_\_\_\_, No. \_\_\_\_\_\_\_\_\_\_\_, Pages \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Or, this Agreement applies only to the following objects:

Object Number (s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Object Description (s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This CARE-AND-TRUST AGREEMENT (Agreement), is entered into on INSERT DATE, by and between INSERT NAME OF INDIAN TRIBE OR NATIVE HAWAIIAN ORGANIZATION (“Depositor”), whose contact information is

Indian Tribe/Native Hawaiian Organization:

Phone:

Mailing Address:

City: State: Zip:

Contact Name: Title:

Email: Phone:

and the INSERT NAME OF Museum (the “Museum”), whose contact information is

INSERT NAME, TITLE

INSERT EMAIL

INSERT PHONE NUMBER

INSERT ADDRESS

This agreement will end on INSERT DATE, which does not exceed one year from the start date.

ARTICLE I. DEFINITIONS

The following terms shall have the following meaning for purposes of this Agreement:

1. “Agreement” shall refer to this document along with the
   1. Transfer of Control
   2. Attachment A
   3. Transfer of Physical Custody, which is signed upon removal from the Museum.

ARTICLE II. CUSTODY

1. Title (the legal rights to control) to the *human remains/associated funerary objects/unassociated funerary objects/sacred items/objects of cultural patrimony* (referred to hereinafter as “the Repatriated Objects”) being held in trust under this Agreement lies with the Depositor.
2. In the event that the Repatriated Objects are in the control of more than one Indian Tribes/Native Hawaiian organizations, all those in control will be required to either authorize the Depositor to enter into the agreement or jointly sign the Agreement.
3. The Depositor acknowledges that they have full authority and power to make this deposit, enter into this Agreement, have read the conditions of this Agreement, and agree to be bound by said conditions.

ARTICLE III. CARE AND ACCESS

1. The Museum will exercise the same care and respect for the Repatriated Objects as it does for comparable items under its control.
2. Evidence of damage to Repatriated Objects at the time of receipt or while in the Museum’s custody will be reported promptly to the Depositor. No alteration, conservation, or repair to Repatriated Objects will be undertaken without the authorization of the Depositor.
3. The Museum will not provide access to the Repatriated Objects to any person or entity for any purpose other than to place or remove the Repatriated Items from storage unless otherwise authorized by the Depositor as specified in Attachment A or with the express written consent of the Depositor.
4. The Museum will attempt to honor the Additional Criteria indicated by the Depositor in Attachment A. The Museum’s mission and space availability may be limiting factors in fulfilling the Additional Criteria.

ARTICLE IV. COSTS

1. Any costs for services and supplies associated with the care and custody of the Repatriated Objects will be borne by the Museum.

ARTICLE V. COMMUNICATION

1. All correspondence regarding this Agreement will be sent to the email or physical mailing addresses listed in the Agreement.

ARTICLE VI. TERMINATION

1. The duration of the Agreement is for the period stated above. The agreement will be automatically renewed unless the Depositor notifies the Museum of their intent to terminate the agreement. Notice of termination will be made at least 30 days prior to the expiration date.

Signatures On Next Page

Depositor

**Tribe/Native Hawaiian organization:**

**Signature:** **Date:**

**Print Name:**

**Title:**

Museum

**Signature:** **Date:**

**Print Name:**

**Title:**